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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
MEDFORD DIVISION**

DENISE and KENNETH COOK,

Case No. 10-CV-3121-PA

Plaintiffs,

**Plaintiff's Verified
MOTION TO STRIKE**

v.

**BENEFICIAL OREGON INC., a Delaware
Corporation;**

**SHAPIRO & SUTHERLAND, LLC, a
Washington State LLC;**

Defendants.

I. CERTIFICATION

Pursuant to Local Rule 7-1(a), Plaintiffs certify that they have made a good faith effort through telephone conference to resolve the dispute and have been unable to do so.

II. MOTION

Plaintiffs received a letter from defendant Beneficial's council (David A. Weibel) May 14th, 2011 (dated May 9, 2011). Apparently, this letter along with an attachment that is claimed by Weibel to be the "original Loan Agreement" was sent directly to the presiding Judge Panner of the court in this case. This document (hereinafter "*Claim of Note*") states:

"Pursuant to the court's order of March 2, 2011, (Dkt. # 22) please find enclosed the original Loan Agreement dated March 8, 2007,"

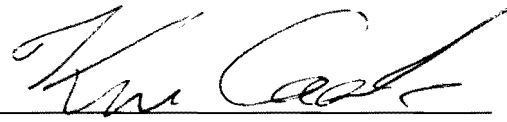
Pursuant to Fed. R. Civ. P. 11(b), Plaintiff's Kenneth and Denise Cook move this court for a Motion to Strike this "*Claim of Note*".

Defendant Beneficial has filed contradictory pleadings that are not even verified regarding the central issue of this case (is Beneficial Holder in due course?) which show clear misrepresentation as presented to this court and its record. This seems to be a clear violation of Fed. R. Civ. P. 11(b).

In addition, as will be detailed in attached Memorandum in Support of this Motion to Strike will be information as to why defendant Beneficial's council presentment of letter dated May 9, 2011 ("*Claim of Note*") should be stricken since it is not even admissible.

Dated this 21 day of May, 2011.


Denise Cook.


Kenneth Cook.